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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

PING AN INSURANCE (GROUP)
COMPANY OF CHINA, LTD., a
limited company organized in China,

Plaintiff,

v.

PING AN GROUP INC. DBA
PING AN INSURANCE CENTER,
a California corporation,

Defendant.

CASE NO. 2:18-cv-03582-JAK (KSx)

~~PROPOSED~~ **STIPULATED
PROTECTIVE ORDER**

The Hon. John A. Kronstadt

Magistrate Judge: The Hon. Karen L.
Stevenson

1 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based
2 on the parties' Proposed Stipulated Protective Order ("Stipulation") filed on
3 November 27, 2018, the terms of the protective order to which the parties have
4 agreed are adopted as a protective order of this Court (which generally shall
5 govern the pretrial phase of this action) except to the extent, as set forth below,
6 that those terms have been modified by the Court's amendment of paragraphs
7 4, 5.2(b), 6.2, 6.3, and 9(c) of the Stipulation.

8
9 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**
10 **MODIFIED BY THE COURT**¹
11

12 1. INTRODUCTION

13 A. PURPOSES AND LIMITATIONS

14 Discovery in this Action is likely to involve production of confidential,
15 proprietary, or private information for which special protection from public
16 disclosure and from use for any purpose other than prosecuting this litigation may
17 be warranted. Accordingly, the Parties hereby stipulate to and petition the court to
18 enter the following Stipulated Protective Order. The Parties acknowledge that this
19 Order does not confer blanket protections on all disclosures or responses to
20 discovery and that the protection it affords from public disclosure and use extends
21 only to the limited information or items that are entitled to confidential treatment
22 under the applicable legal principles. The Parties further acknowledge, as set forth
23 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
24 file confidential information under seal; Civil Local Rule 79-5 sets forth the
25 procedures that must be followed and the standards that will be applied when a
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27 ¹ The Court's additions to the agreed terms of the Protective Order are generally indicated
28 in bold typeface, and the Court's deletions are indicated by lines through the text being deleted.

1 party seeks permission from the Court to file material under seal.

2 B. GOOD CAUSE STATEMENT

3 This Action is likely to involve customer lists, customer information,
4 marketing information, financials, marketing strategies, and other valuable
5 research, development, commercial, financial, and/or proprietary information for
6 which special protection from public disclosure and from use for any purpose other
7 than prosecution of this Action is warranted. Such confidential and proprietary
8 materials and information consist of, among other things, confidential business or
9 financial information, information regarding confidential business practices,
10 marketing strategies, business plans, business expansion plans, client engagements,
11 and/or other confidential research, development, or commercial information
12 (including information implicating privacy rights of third parties), information
13 otherwise generally unavailable to the public, or which may be privileged or
14 otherwise protected from disclosure under state or federal statutes, court rules, case
15 decisions, or common law. Accordingly, to expedite the flow of information, to
16 facilitate the prompt resolution of disputes over confidentiality of discovery
17 materials, to adequately protect information the parties are entitled to keep
18 confidential, to ensure that the parties are permitted reasonable necessary uses of
19 such material in preparation for and in the conduct of trial, to address their handling
20 at the end of the litigation, and serve the ends of justice, a protective order for such
21 information is justified in this matter. It is the intent of the parties that information
22 will not be designated as confidential for tactical reasons and that nothing be so
23 designated without a good faith belief that it has been maintained in a confidential,
24 non-public manner, and there is good cause why it should not be part of the public
25 record of this case.

26 2. DEFINITIONS

27 2.1. Action: This pending federal lawsuit captioned *Ping An Insurance*
28 *(Group) Company of China, Ltd. v. Ping An Group Inc. DbA Ping An Insurance*

Center, 2:18-cv-03582-JAK (KSx).

2.2. Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3. “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.4. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.5. Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

2.6. Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who (1) has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this Action, (2) is not a past or current employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party’s competitor.

2.8. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

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1 2.9. House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.10. Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this Action.

6 2.11. Outside Counsel of Record: attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action and
8 have appeared in this Action on behalf of that party or are affiliated with a law firm
9 which has appeared on behalf of that party, and includes support staff.

10 2.12. Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.13. Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14. Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.15. Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY.”

22 2.16. Receiving Party: a Party that receives Disclosure or Discovery
23 Material from a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
28 compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material.
2 However, the protections conferred by this Stipulation and Order do not cover the
3 following information: (a) any information that is in the public domain at the time
4 of disclosure to a Receiving Party or becomes part of the public domain after its
5 disclosure to a Receiving Party as a result of publication not involving a violation
6 of this Order, including becoming part of the public record through trial or
7 otherwise; and (b) any information known to the Receiving Party prior to the
8 disclosure or obtained by the Receiving Party after the disclosure from a source
9 who obtained the information lawfully and under no obligation of confidentiality to
10 the Designating Party. **This Order does not govern the use of Protected**
11 **Material at trial.** Any use of Protected Material at trial ~~may~~ **shall** be governed by
12 a separate agreement or order.

13 4. DURATION

14 Even after final disposition of this litigation, the confidentiality obligations
15 imposed by this Order shall remain in effect until a Designating Party agrees
16 otherwise in writing or a court order otherwise directs. Final disposition shall be
17 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
18 with or without prejudice; and (2) final judgment herein after the completion and
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
20 including the time limits for filing any motions or applications for extension of time
21 pursuant to applicable law.

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1. Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. To the extent it is practical to do so, the
6 Designating Party must designate for protection only those parts of material,
7 documents, items, or oral or written communications that qualify – so that other
8 portions of the material, documents, items, or communications for which protection
9 is not warranted are not swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber or retard the case development process or
13 to impose unnecessary expenses and burdens on other parties) may expose the
14 Designating Party to sanctions.

15 If it comes to a Designating Party’s attention that information or items that it
16 designated for protection do not qualify for protection at all or do not qualify for the
17 level of protection initially asserted, that Designating Party must promptly notify all
18 other Parties that it is withdrawing the inapplicable designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in
20 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
22 under this Order must be clearly so designated before the material is disclosed or
23 produced.

24 Designation in conformity with this Order requires:

25 a) for information in documentary form (*e.g.*, paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix at a minimum the legend
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

1 ONLY” to each page that contains protected material. If only a portion or portions
2 of the material on a page qualifies for protection, the Producing Party also must
3 clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in
4 the margins) and must specify for each portion the level of protection being
5 asserted.

6 A Party or Non-Party that makes original documents or materials available
7 for inspection need not designate them for protection until after the inspecting Party
8 has indicated which material it would like copied and produced. During the
9 inspection and before the designation, all of the material made available for
10 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY.” After the inspecting Party has identified the documents it wants copied
12 and produced, the Producing Party must determine which documents, or portions
13 thereof, qualify for protection under this Order. Then, before producing the
14 specified documents, the Producing Party must affix the appropriate legend
15 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY”) to each page that contains Protected Material. If only a portion or portions
17 of the material on a page qualifies for protection, the Producing Party also must
18 clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in
19 the margins) and must specify for each portion the level of protection being
20 asserted.

21 b) for testimony given in depositions or in other pretrial or trial
22 proceedings **that are not open to the public**, that the Designating Party identify on
23 the record, before the close of the deposition, hearing, or other proceeding, all
24 protected testimony and specify the level of protection being asserted. When it is
25 impractical to identify separately each portion of testimony that is entitled to
26 protection and it appears that substantial portions of the testimony may qualify for
27 protection, the Designating Party may invoke on the record (before the deposition,
28 hearing, or other proceeding is concluded) a right to have up to 21 days from the

1 date of the deposition to identify the specific portions of the testimony as to which
2 protection is sought and to specify the level of protection being asserted. Only
3 those portions of the testimony that are appropriately designated for protection
4 within the 21 days shall be covered by the provisions of this Stipulated Protective
5 Order.

6 Parties shall give the other parties notice if they reasonably expect a
7 deposition, hearing or other proceeding to include Protected Material so that the
8 other parties can ensure that only authorized individuals who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
10 proceedings. The use of a document as an exhibit at a deposition shall not in any
11 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
12 – ATTORNEYS’ EYES ONLY.”

13 Transcripts containing Protected Material shall have an obvious legend on
14 the title page that the transcript contains Protected Material, and the title page shall
15 be followed by a list of all pages (including line numbers as appropriate) that have
16 been designated as Protected Material and the level of protection being asserted by
17 the Designating Party. The Designating Party shall inform the court reporter of
18 these requirements. Any transcript that is prepared before the expiration of a 21-
19 day period for designation shall be treated during that period as if it had been
20 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its
21 entirety unless otherwise agreed. After the expiration of that period, the transcript
22 shall be treated only as actually designated.

23 c) for information produced in some form other than documentary
24 and for any other tangible items, that the Producing Party affix in a prominent place
25 on the exterior of the container or containers in which the information or item is
26 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY”. If only a portion or portions of the information or
28 item warrant protection, the Producing Party, to the extent practicable, shall identify

1 the protected portion(s) and specify the level of protection being asserted.

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
3 failure to designate qualified information or items does not, standing alone, waive
4 the Designating Party's right to secure protection under this Order for such
5 material. Upon timely correction of a designation, the Receiving Party must make
6 reasonable efforts to assure that the material is treated in accordance with the
7 provisions of this Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
10 designation of confidentiality that is consistent with the Court's Scheduling Order.
11 Unless a prompt challenge to a Designating Party's confidentiality designation is
12 necessary to avoid foreseeable, substantial unfairness, unnecessary economic
13 burdens, or a significant disruption or delay of the litigation, a Party does not waive
14 its right to challenge a confidentiality designation by electing not to mount a
15 challenge promptly after the original designation is disclosed.

16 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process by providing written notice of each designation it is challenging
18 and describing the basis for each challenge. To avoid ambiguity as to whether a
19 challenge has been made, the written notice must recite that the challenge to
20 confidentiality is being made in accordance with this specific paragraph of the
21 Protective Order. The parties shall attempt to resolve each challenge in good faith
22 and ~~must begin the process by conferring directly (in voice to voice dialogue; other~~
23 ~~forms of communication are not sufficient) within 14 days of the date of service of~~
24 ~~notice.~~ **shall meet and confer in conformity with Local Rule 37 and the Court's**
25 **procedures and schedules.** In conferring, the Challenging Party must explain the
26 basis for its belief that the confidentiality designation was not proper and must give
27 the Designating Party an opportunity to review the designated material, to
28 reconsider the circumstances, and, if no change in designation is offered, to explain

1 the basis for the chosen designation. A Challenging Party may proceed to the next
2 stage of the challenge process only if it has engaged in this meet and confer process
3 first or establishes that the Designating Party is unwilling to participate in the meet
4 and confer process in a timely manner.

5 6.3. Judicial Intervention. If the Parties cannot resolve a challenge without
6 court intervention, the Designating Party shall **comply with Local Rule 37 and the**
7 **Court's procedures and schedules governing pretrial discovery disputes, as**
8 **well as any relevant court orders, in seeking judicial intervention.** ~~file and serve~~
9 ~~a motion to retain confidentiality within 21 days of the initial notice of challenge or~~
10 ~~within 14 days of the parties agreeing that the meet and confer process will not~~
11 ~~resolve their dispute, whichever is earlier.~~ In addition, **if there is good cause for**
12 **challenging the designation of a deposition transcript or any portions thereof,**
13 the Challenging Party may **seek judicial intervention in connection with its**
14 **challenge by following Local Rule 37 and the Court's procedures and**
15 **schedules governing pretrial discovery disputes, as well as any relevant court**
16 **orders.** ~~file a motion challenging a confidentiality designation at any time if there is~~
17 ~~good cause for doing so, including a challenge to the designation of a deposition~~
18 ~~transcript or any portions thereof.~~

19 The burden of persuasion in any such challenge proceeding shall be on the
20 Designating Party. Frivolous challenges and those made for an improper purpose
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
22 expose the Challenging Party to sanctions. Unless the Designating Party has
23 waived or withdrawn the confidentiality designation, all parties shall continue to
24 afford the material in question the level of protection to which it is entitled under
25 the Producing Party's designation until the court rules on the challenge.

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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1. Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 15 below (FINAL
8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner¹ that ensures that access is limited to the persons
11 authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 a) the Receiving Party’s Outside Counsel of Record in this Action,
17 as well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this Action;

19 b) the officers, directors, and employees (including House
20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
21 Action;

22 c) Experts (as defined in this Order) of the Receiving Party to
23 whom disclosure is reasonably necessary for this Action and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 d) the court and its personnel;

26 e) court reporters and their staff;

27 ¹ It may be appropriate under certain circumstances to require the Receiving Party
28 to store any electronic Protected Material in password-protected form.

1 f) professional jury or trial consultants, mock jurors, and
2 Professional Vendors to whom disclosure is reasonably necessary for this litigation
3 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
4 A);

5 g) the author or recipient of a document containing the information
6 or a custodian or other person who otherwise possessed or knew the information;

7 h) during their depositions, witnesses and attorneys for witnesses in
8 the Action to whom disclosure is reasonably necessary and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
10 agreed by the Designating Party or ordered by the Court. Pages of transcribed
11 deposition testimony or exhibits to depositions that reveal Protected Material must
12 be separately bound by the court reporter and may not be disclosed to anyone
13 except as permitted under this Stipulated Protective Order; and

14 i) any mediator or settlement officer, and their supporting
15 personnel, mutually agreed upon by any of the parties engaged in settlement
16 discussions.

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
19 in writing by the Designating Party, a Receiving Party may disclose any
20 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
21 EYES ONLY” only to:

22 a) the Receiving Party’s Outside Counsel of Record in this Action,
23 as well as employees of said Outside Counsel of Record to whom it is reasonably
24 necessary to disclose the information for this litigation and who have signed the
25 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
26 A;

27 b) Experts of the Receiving Party (1) to whom disclosure is
28 reasonably necessary for this litigation, and (2) who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 c) the court and its personnel;

3 d) court reporters and their staff, professional jury or trial
4 consultants, and Professional Vendors to whom disclosure is reasonably necessary
5 for this litigation and who have signed the “Acknowledgment and Agreement to Be
6 Bound” (Exhibit A); and

7 e) the author or recipient of a document containing the information
8 or a custodian or other person who otherwise possessed or knew the information.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
10 OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation
12 that compels disclosure of any information or items designated in this Action as
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY” that Party must:

15 a) promptly notify in writing the Designating Party. Such notification
16 shall include a copy of the subpoena or court order;

17 b) promptly notify in writing the party who caused the subpoena or order
18 to issue in the other litigation that some or all of the material covered by the
19 subpoena or order is subject to this Protective Order. Such notification shall
20 include a copy of this Stipulated Protective Order; and

21 c) cooperate with respect to all reasonable procedures sought to be
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order shall not produce any information designated in this
25 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
26 EYES ONLY” before a determination by the court from which the subpoena or
27 order issued, unless the Party has obtained the Designating Party’s permission. The
28 Designating Party shall bear the burden and expense of seeking protection in that

1 court of its confidential material and nothing in these provisions should be
2 construed as authorizing or encouraging a Receiving Party in this Action to disobey
3 a lawful directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
5 IN THIS LITIGATION

6 a) The terms of this Order are applicable to information produced by a
7 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
8 CONFIDENTIAL – ATTORNEYS' EYES ONLY". Such information produced
9 by Non-Parties in connection with this litigation is protected by the remedies and
10 relief provided by this Order. Nothing in these provisions should be construed as
11 prohibiting a Non-Party from seeking additional protections.

12 b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party's confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's
15 confidential information, then the Party shall:

16 1. promptly notify in writing the Requesting Party and the Non-
17 Party that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

19 2. promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 3. make the information requested available for inspection by the
23 Non-Party, if requested.

24 c) If the Non-Party fails to ~~object or~~ seek a protective order from this
25 court within 14 days of receiving the notice and accompanying information, the
26 Receiving Party may produce the Non-Party's confidential information responsive
27 to the discovery request. If the Non-Party timely seeks a protective order, the
28 Receiving Party shall not produce any information in its possession or control that

1 is subject to the confidentiality agreement with the Non-Party before a
2 determination by the court. Absent a court order to the contrary, the Non-Party
3 shall bear the burden and expense of seeking protection in this court of its Protected
4 Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
9 writing the Designating Party of the unauthorized disclosures, (b) use its best
10 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
11 person or persons to whom unauthorized disclosures were made of all the terms of
12 this Order, and (d) request such person or persons to execute the “Acknowledgment
13 and Agreement to Be Bound” that is attached hereto as Exhibit A.

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other
18 protection, the obligations of the Receiving Parties are those set forth in Federal
19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
20 whatever procedure may be established in an e-discovery order that provides for
21 production without prior privilege review.

22 12. MISCELLANEOUS

23 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 12.2. Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in
28 this Stipulated Protective Order. Similarly, no Party waives any right to object on

1 any ground to use in evidence of any of the material covered by this Protective
2 Order.

3 12.3. Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material
5 may only be filed under seal pursuant to a court order authorizing the sealing of the
6 specific Protected Material at issue. If a Party's request to file Protected Material
7 under seal is denied by the court, then the Receiving Party may file the information
8 in the public record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 4, within 60
11 days of a written request by the Designating Party, except as prohibited by
12 applicable law, each Receiving Party must return all Protected Material to the
13 Producing Party or destroy such material. As used in this subdivision, "all
14 Protected Material" includes all copies, abstracts, compilations, summaries, and any
15 other format reproducing or capturing any of the Protected Material. Whether the
16 Protected Material is returned or destroyed, the Receiving Party must submit a
17 written certification to the Producing Party (and, if not the same person or entity, to
18 the Designating Party) by the 60-day deadline that (1) identifies (by category,
19 where appropriate) all the Protected Material that was returned or destroyed and (2)
20 affirms that the Receiving Party has not retained any copies, abstracts,
21 compilations, summaries or any other format reproducing or capturing any of the
22 Protected Material. Notwithstanding the foregoing, Counsel are entitled to retain an
23 archival copy of all pleadings, motion papers, trial, deposition, and hearing
24 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
25 reports, attorney work product, and consultant and expert work product, even if
26 such materials contain Protected Material. Any such archival copies that contain or
27 constitute Protected Material remain subject to this Protective Order as set forth in
28 Section 4.

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, [print or type full name], of [print or type full address], declare under
4 penalty of perjury that I have read in its entirety and understand the Stipulated
5 Protective Order that was issued by the United States District Court for the Central
6 District of California on [date] in the case of *Ping An Insurance (Group) Company*
7 *Of China, Ltd. v. Ping An Group Inc. Db a Ping An Insurance Center, 2:18-cv-*
8 *03582-JAK (KSx)*. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item
12 that is subject to this Stipulated Protective Order to any person or entity except in
13 strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint [print or type full name] of [print or type
18 full address and telephone number] as my California agent for service of process in
19 connection with this action or any proceedings related to enforcement of this
20 Stipulated Protective Order.

21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____

24 Signature: _____